Keeseville, etc. R. Co., 106 N. Y. App. Div. 349. See *Henry* v. *Babcock & Wilcox Co.*, 196 N. Y. 302, 305, 89 N. E. 942, 943.

CRIMINAL LAW — DEFENSES — DURESS IN ROBBERY AS DEFENSE TO RESULTING MURDER. — The defendant under duress participated in a robbery which ended in the murder by the defendant's associate of the person robbed. A statute provided that duress should be an excuse for any crime except murder. *Held*, that the defendant may be convicted of murder. *State* v. *Moretti*, 120 Pac. 102 (Wash.).

A person is guilty of murder if killing accidentally results from his own act in the commission of robbery. *People* v. *Milton*, 145 Cal. 169, 78 Pac. 549. *Cf. Regina* v. *Serné*, 16 Cox C. C. 311. See 1 HALE, PLEAS OF THE CROWN, 465. If, however, the defendant has a justification for the robbery, he should not be held for the accidental consequences, because the necessary legal blameworthiness is absent. *Cf. Queen* v. *Bruce*, 2 Cox C. C. 262; *Williams* v. *State*, 81 Ala. 1, 1 So. 179. Thus, if the killing in the principal case resulted from the defendant's own act, and the statute excuses that act, the defendant should not be held. This, it seems, is the reasonable interpretation, since penal statutes are to be construed in favor of the accused. *Commonwealth* v. *Standard Oil Co.*, 101 Pa. St. 119. In the absence of excuse, the defendant would be guilty of murder even though the killing is the act of a confederate. *State* v. *Barrett*, 40 Minn. 77, 41 N. W. 463; *State* v. *King*, 24 Utah 482, 68 Pac. 418. *Cf. Commonwealth* v. *Moore*, 121 Ky. 97, 88 S. W. 1085. And even if the statute provides an excuse for the defendant's act, the defendant might be held for his confederate's act on a doctrine analogous to that of agency. *Cf. People* v. *Knapp*, 26 Mich. 112; *Williams* v. *State*, *supra*. But, it is submitted, the defendant should be considered guilty of murder only as a result of his own act of robbery, and so should not be held.

DEEDS — CONSTRUCTION AND OPERATION IN GENERAL — PAROL EVIDENCE TO VARY RECITAL OF CONSIDERATION. — A deed to an intestate from his mother recited a consideration of $2000. The heirs of the whole blood contested the estate with those of the half blood under a statute providing that an estate which vested in an intestate by gift from an ancestor should descend from him solely to relatives of the blood of that ancestor. *Held*, that parol evidence is admissible to show that the sole consideration for the deed to intestate was love and affection. *Harman* v. *Fisher*, 134 N. W. 246 (Neb.).

The recital of consideration in a deed cannot be contradicted for the purpose of defeating the instrument as a conveyance. *Grout* v. *Townsend*, 2 Den. (N. Y.) 336; *Miller* v. *Edgerton*, 38 Kan. 36. But with this exception courts allow great latitude of inquiry as to what, if any, consideration really passed between the parties. See 2 DEVLIN, DEEDS, 3 ed., § 834. In suit for the purchase price the grantor may show that none, or not all, of the consideration was in fact paid. *Gully* v. *Grubbs*, 1 J. J. Marsh. (Ky.) 387; *Bowen* v. *Bell*, 20 Johns. (N. Y.) 338. But see *Baker* v. *Dewey*, 1 B. & C. 704, 707; *Lampon* v. *Corke*, 5 B. & Ald. 606, 611. Or he may show that payment was to be in something other than money. *M'Crea* v. *Purmort*, 16 Wend. (N. Y.) 460. For most purposes the consideration clause is regarded as a mere acknowledgment, subject to contradiction by parol like any other receipt. See 4 WIGMORE, EVIDENCE, § 2433. It has been held that, though the amount of consideration may be varied by parol, its kind cannot, so as to change the deed from one of purchase to one of gift and alter the descent. *Groves* v. *Groves*, 65 Oh. St. 442, 62 N. E. 1044. *Cf. Yates* v. *Burt*, 143 S. W. 73 (Mo.). But to make such a distinction would enable the grantor to make a gift and yet avoid the applicable statute of descent. The result of the principal case seems preferable. *Rockhill* v. *Spraggs*, 9 Ind. 30; *Meeker* v. *Meeker*, 16 Conn. 383.